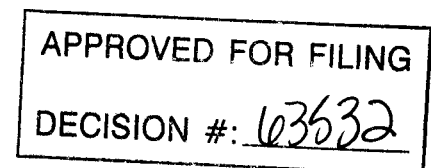


ONE POINT SERVICES, L.L.C.
REGULATIONS AND SCHEDULE OF CHARGES FOR
RESALE OF COMPETITIVE INTEREXCHANGE
TELECOMMUNICATIONS SERVICES
WITHIN THE STATE OF ARIZONA

Issued: April 19, 2001

Effective: May 19, 2001

Albin Moschner, President
Two Conway Park
150 Field Drive, Suite 300
Lake Forest, IL 60045



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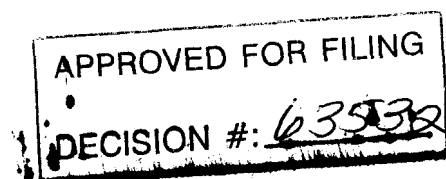
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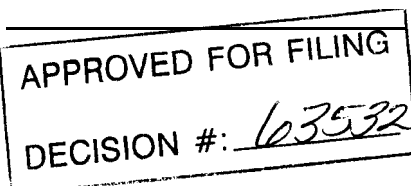


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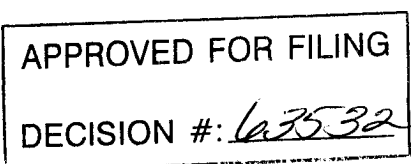


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SECTION 1 • DEFINITIONS AND ABBREVIATIONS

A.C.C.: Refers to the Arizona Corporation Commission.

Account Code: An Account code is a numerical code, one or more of which may be assigned to a Customer, to enable the Company to identify the origin of service user so it may rate and bill the call. All Account codes shall be the sole property of the company and no Customer shall have any property or other right or interest in the use of any particular Account code.

ANI: Automatic Number Identification.

Applicant: Applicant is any entity or individual who applies for service under this Tariff.

Blocking: Blocking is a temporary condition that may be initiated by the Company so that the Customer **cannot** complete a telephone call.

Business Customer: A Business Customer is a Customer whose use of Service is for a business, professional, institutional, or occupational purpose.

Class of Service: The type of calling associated with exchange service, such as measured or message rate or business or residential service.

CLEC: CLEC stands for Competitive Local Exchange Carrier and is any carrier or reseller offering local exchange telecommunications services other than **the** LEC.

Commission: Commission refers to the Arizona Corporation Commission or any succeeding agency.

Company: Company refers to OnePoint Services, L.L.C.

Credit Card: Credit Card refers to Visa®, MasterCard®, or other Credit Card companies as appropriate.

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS

Customer: The Customer is a person or legal entity which subscribes to the Company's services and thereby assumes responsibility for the payment of charges and compliance with the Company's Tariff regulations.

Direct Dialed: A Direct Dialed call is a call where the caller places a long distance call outside the caller's local service area without operator assistance.

Directory Services: Directory Services are provided to help customers determine telephone numbers and to be reached by other customers.

DUC: DUC stands for Designated Underlying Carrier.

End User: End User is the person or legal entity that uses the service provided by the Company.

Equal Access: Equal Access is the ability to access all long distance carriers by dialing 1 and not a string of long dialing codes. Equal Access provides the Company the ability to serve Customers on a presubscribed basis rather than through the use of dial access codes.

Exchange: A geographical area established for the administration of communication services and consists of one or more central offices together with associated facilities used in providing exchange services.

Exchange Area: An exchange area is the entire area within which are located the stations that a customer may call at the rates and charges specified in the Local Exchange Services.

Exchange Services: Exchange services are lines and services that give Customers access to the telecommunications network.

F.C.C.: F.C.C. stands for Federal Communications Commission.

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS

Feature Group D: Feature Group D is a class of service associated with Equal Access arrangements.

Individual Case Basis: A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

InterLATA: An InterLATA call is any call that originates and terminates in a different LATA.

International: For the purposes of this Tariff, International includes calls to/from Mexico and Canada and all other foreign locations/areas described in this and other Tariffs of the Company.

IntraLATA: An IntraLATA call is any call that originates and terminates within the same LATA.

IXC: IXC stands for Interexchange Carrier.

LATA: LATA stands for Local Access Transport Area that is a geographic boundary established by the Modification of Final Judgment.

LEC: LEC stands for Local Exchange Carrier.

Modification of Final Judgment: Modification of Final Judgment refers to the judicial opinion set forth at United States vs. American Telephone & Telegraph Company, 552 F. Supp. 131 (D.C. 1982). See United States v. Western Electric Co., 552 F. Supp. 131 (D.D.C. 1982), aff'd sub nom. Maryland v. United States, 460 U.S. 1001 (1983).

Non-Recurring Charges: The one time charges for services or order processing including, but not limited to installation, special fees at time of ordering service.

NPA: Refers to the Numbering Plan Area and is commonly called an area code.

SECTION 1 • DEFINITIONS AND ABBREVIATIONS

PIC: PIC stands for Primary Interexchange Carrier and is identified by a code number which is assigned by the LEC to the telephone numbers of all the Customers to **that** carrier to ensure the calls are routed over the correct network. When a subscriber switches long distance carriers., it often is referred to as a PIC change.

POP: POP is an acronym for Point-of-Presence and is the central office of where the LEC hands off the traffic of the Company's Customers or where the Customer's access facility interconnects with the long distance network.

Promotions: Promotions are offerings of service that **may** include waivers or reductions in rates, that may be limited in term, dates, times and locations.

Presubscription: Presubscription is an arrangement whereby a Customer may select and designate an exchange carrier that it wishes to use for toll calling.

Residential Customer: A Residential Customer is a Customer who subscribes to a Service for a non-business, **non-trade**, or non-professional purpose.

Restriction Services: Restriction services allow Customers to customize the outbound calling capabilities of their lines.

Service: Any or all Services provided pursuant to this Tariff or other Tariffs of the Company.

Service Charges: Service charges are charges for **services** performed by the Company with respect to establishment and altering of Customer's lines and associated services and features.

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SECTION 1 • DEFINITIONS AND ABBREVIATIONS

Special Charges: Special charges are administrative fees associated with payment.

State: State refers to the State of Arizona.

Terminate: Terminate means to permanently disconnect service.

Toll Free Service: Toll Free service refers to an inbound toll call billing arrangement in which the terminating party, rather than the originating party, pays the toll charge. This service is also referred to as “800” service.

Underlying Carrier: Underlying Carrier refers to any carrier that provides local exchange services resold by the Company pursuant to this Tariff.

V&H: V&H stands for Vertical and Horizontal.

SECTION 2 ■ RULES AND REGULATIONS

2.1 Application of the Tariff

This Tariff contains the description, regulations, and rates applicable to all intrastate telecommunications services offered by OnePoint Services, L.L.C. with principal offices located at Two Conway Park, 150 Field Drive, Suite 300, Lake Forest, Illinois 60045. Service is furnished for communications originating and terminating at points within the State of Arizona under terms of this Tariff. The Company operates as a reseller and resells the services of LECs and DUCs. The coverage area is the entire State. The Company's Tariffs are on file at the Arizona Corporation Commission and may be viewed at the Company's offices. The Company intends to offer its services via prepaid phone cards, and by other means described in this tariff. In the State of Arizona, the Company is doing business as (d/b/a) RCP Services.

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SECTION 2 • RULES AND REGULATIONS

2.2 Limitations on Service

2.2.1 Service Offerings

All services are interexchange service offerings. All outbound services requiring Switched Access to reach the long distance network are only available to Customers located in those exchanges which have been converted to equal access. Equal access dialing allows customers to make interexchange service calls on an **intraLATA** and **interLATA** basis.

2.2.2 Availability of Facilities

Service is offered subject to the availability of facilities, equipment, or systems, including those to be provided by the **DUC(s)**, Company, **CLEC(s)** or **LEC**, the Company's ability to fulfill the order, and the provisions of this Tariff. The Company reserves the right, without incurring liability, to limit service to or from any location where the necessary facilities, equipment, systems, and/or switch software are available or where the Company is unable to fulfill the order.

2.2.3 Limited Communication

Shortage of facilities provided by the **LEC** caused by emergency conditions may result in limitation on the length of communication. The **Company** recognizes that underlying carriers may impose such limitation on service and reserves such right on their behalf.

2.2.4 Third Number Calls

A third number call is any call charged to a number other than that of the called or calling party. The Company reserves the right to refuse to process a third number call when the Company cannot **confirm** acceptance of charges at the third number or based on characteristics of the originating location.

SECTION 2 ▪ RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.5 Fraudulent or Unlawful Use of Company Services

In the event the Company or the DUC learn of actual or possible unauthorized, fraudulent, or unlawful use of any Company services, the Company will make an effort to contact the Customer, but service may be Terminated or Blocked without notice and without liability to the Company. Service may be suspended by the Company without incurring liability by Blocking all traffic or by Blocking traffic to or from certain NPA-NXXs, certain countries, cities, or individual telephone stations for any Service offered under this Tariff. Service will be restored as soon as Company is reasonably satisfied that use of service is not unauthorized, fraudulent, or unlawful and only after accounts have been brought current.

2.2.6 Liability of the Company for Damages

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.7 Discontinuance of Service with Notice

The Company reserves the right to discontinue service without liability, or to limit the use of service when necessitated by conditions beyond the Company's control, when the Customer or End User is using service in violation of the law or in violation of the provisions of this Tariff.

The Company may discontinue or suspend service, with notice, under the following conditions:

- (A) Abandonment of the service.
- (B) Failure of the Customer to make suitable deposit as required by this Tariff.
- (C) Non-payment of any sum due for exchange, long distance or other services.
- (D) Use of service in such a way as to impair or interfere with the service of other customers.
- (E) Abuse or fraudulent use of service including but not limited to (i) the use of service to transmit a message or to locate a person or otherwise to give or obtain information without payment of the charge applicable for the service; (ii) the obtaining, or attempting to obtain, or assisting another to obtain or to attempt to obtain, long distance message telephone service, by rearranging, tampering with, or making connection with any facilities of the Company, or by any trick, scheme, false representation, or false credit device, or by or through any other fraudulent means or device whatsoever, with intent to avoid the payment, in whole or in part, of the regular charge for such service.
- (F) Customer violation or non-compliance with any order of the Commission or any rules of the Company's Tariff.

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SECTION 2 ■ RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.8 Reserved for Future Use

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.9 Recording of Conversations

Recording of telephone conversations of service provided by the Company under this Tariff is prohibited except as authorized by applicable federal, state, and local laws.

2.2.10 With Respect to DUCs

The Company reserves the right to add, change or delete services and/or DUCs at any time.

2.2.11 Toll Free Number Assignment

The availability of Toll Free numbers and of any specifically requested Toll Free number from the Company is limited by the Company's ability to obtain Toll Free numbers from the DUC.

The Company will accept a Customer's or Applicant's request for a particular Toll Free telephone number. The Company will accommodate such requests to the extent possible. No guarantee of the assignment of the Toll Free number will be made prior to the initiation of Service to the Customer. Assignment of the Toll Free telephone number to the Customer does not provide the Customer with any ownership interest or proprietary right in that number. However, the Customer does have a controlling interest in its active Toll Free number. If the Company learns that an Applicant is attempting to sell, barter, trade, or otherwise transfer a Toll Free number to another person, the Company may refuse to establish or, upon written notice, discontinue service. If a Customer's Toll Free telephone number is not used by callers other than for test calls to reach the Customer or Customer's designee within ninety (90) days of activation of the Toll Free number, the Company, may upon written notice, discontinue Service.

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SECTION 2 - RULES AND REGULATIONS

2.2 Limitations on Service (continued)

2.2.12 Failure to Provide Notice or Insist Upon Compliance

The Company's failure to give notice of default, to enforce or insist upon compliance with any of the terms or conditions herein, to grant a waiver of any term or conditions herein, or to grant the Customer an extension of time for performance, will not constitute the permanent waiver of any such term or condition herein. Each of the provisions will remain, at all times, in full force and in effect until modified in writing, signed by the Company and Customer.

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SECTION 2 • RULES AND REGULATIONS

2.3 Limitation of Liability

The Company's liability will be limited to that expressly assumed in Section 2.3 of this Tariff and that arises in connection with the provision of service to Customer.

2.3.1 Fit for Purpose

With respect to service provided hereunder, the Company hereby expressly disclaims, without limitation, all warranties not stated in this Tariff, whether express, implied or statutory, and in particular disclaims all implied warranties of merchantability and of fitness for a particular purpose.

2.3.2 Contractors and Agents

No contractors, agents or employees of connecting, concurring or other participating carriers or companies will be deemed to be contractors, agents or employees of the Company without the Company's written authorization.

2.3.3 Company's Officers

Under no circumstances whatsoever will the Company's officers, agents, or employees be liable for any damages, including but not limited to direct, indirect, actual, consequential, special or punitive damages or lost profits.

SECTION 2 • RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Limitations

The Company will not be liable for, and shall be fully indemnified and held harmless by the Customer against:

(A) Any claim, loss, expense or damage for any interruption, delay, error, omission or defect in service, facility or transmission provided under this Tariff, if caused by the CLEC(s), LEC or DUC(s) or any other third party providing a portion of the service, or by an act of God, **fire**, war, civil disturbance, act of government, or due to any other causes beyond the Company's control, and no event absent a determination of willful misconduct through a judicial or administrative proceeding.

(B) Any claim, loss, expense, or damage for defamation, libel, slander, invasion, infringement of copyright or patent, unauthorized use of any trademark, trade name or service mark, proprietary or creative right, or any other injury to any person, property or entity arising out of the material, data or information transmitted.

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SECTION 2 • RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.4 Limitations (continued)

(C) The use or abuse of any service described herein by any party including, but not limited to, the Customer's employees or members of the public. Use or abuse includes, but is not limited to, any calls placed by means of PBX-reorigination or any other legal or illegal equipment, service, or device. In the case of inbound service, this also applies to third parties who dial the Customer's Toll Free number by mistake.

(D) Any action, such as Blocking or refusal to accept certain calls, that Company deems necessary in order to prevent unauthorized, fraudulent, or unlawful use of its service. Compensation for any injury the Customer may suffer due to the fault of parties other than the Company must be sought from such other parties.

(E) Any claim where the Customer indemnifies the Company pursuant to Section 2.5 of this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.5 Liability for Damages

The Company will use its best efforts to provide competent services consistent with industry standards. The Company will have no liability to the Customer for any loss of revenue or any other direct, special, incidental, consequential, or other damages the Customer may sustain resulting from the failure or inability of the Company to provide service to its Customers; negligent or defective services to Customers; equipment, computer, network, or electrical malfunctions of any kind, breakdowns, or outages; or any other cause, whether or not within the control of the Company.

The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects occurring in the course of providing Service hereunder, where such damages were not caused by the Company's willful misconduct, will in no event exceed an amount equivalent to the initial period charge to the Customer according to this Tariff for the call during which such mistake, omission, interruption, delay, error or defect occurred.

2.3.6 Liability for Message Content

The Company does not undertake to transmit messages but furnishes the use of its services to its Customers for telecommunications. The Company is not liable for the content of Customer messages.

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SECTION 2 - RULES AND REGULATIONS

2.3 Limitation of Liability (continued)

2.3.7 With Respect to Busy Line Verification and Interruption

In conjunction with the Busy Line Verification and Interrupt Service as described in Section 4, the Company shall not be liable for any claim that may arise from either party to the interrupted call or any person.

2.3.8 Defacement of Premises

The Company or its agents or employees is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company or the LEC on such premises or by the installation or removal thereof, when the defacement or damage is not the result of negligence of the Company.

2.3.9 Loss of Prepaid Phone Card

The Company will have no liability to the Customer or any third party for any claims that a Prepaid Phone Card or its PIN has been lost, stolen or fraudulently used. In no event will the Company be obligated to restore any Prepaid Phone Card account or otherwise reimburse any Cardholder for any calls charged to the Prepaid Phone Card account which such Cardholder denies having made.

SECTION 2 ▪ RULES AND REGULATIONS

2.4 Use of Service

2.4.1 Service Availability

The Company's services are available for use twenty-four hours per day, seven days per week.

2.4.2 Allowable Uses

The service offered herein may be used for any lawful purpose, including residential, business, governmental, or other use. The use of service shall be restricted to the Customer, the Customer's employees and representatives in the case of business service, or the Customer, the Customer's family and persons residing in the Customer's household in the case of residential service except as otherwise specified in this Tariff. The Company will have no liability to any person or entity other than the Customer and only as set forth herein. The Customer will not use nor permit others to use the service in a manner that could interfere with service provided to others or that could harm the facilities of the CLEC(s), DUC(s), LEC or others and will be liable for reimbursing the Company or LEC, CLEC or DUC for damages to any facilities or equipment caused by such negligence or willful acts.

Service furnished under this Tariff is intended only for communications in which the Customer has a direct interest and shall not be used for any purpose for which a payment or other compensation shall be received by the Customer for such use or in the collection, transmission or delivery of any communication for others, except as otherwise stated in this Tariff.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer

2.5.1 Indemnification of Company by Customer

The Customer will indemnify, defend, and hold the Company harmless ~~from~~ and against all claims and liabilities against the Company:

- (A) where the Company has stated a limitation of liability in Section 2.3 of this Tariff.
- (B) resulting from Customer (or its employee's agent's or independent contractor's) actions hereunder, including, but not limited to breach of any provision in this Tariff, misrepresentation of Company services or rates, unauthorized or illegal acts, or violations of right to privacy by the Customer, its employees, agents, or independent contractor.
- (C) for any personal injury to, or death of, any person or persons, and for any loss, damage or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the provision of service, whatever shall be the cause and whether negligent or otherwise.
- (D) for any and all liability not expressly assumed by the Company in Section 2.3 of this Tariff and arising in connection with the provision of service to the Customer, and will protect and defend the Company from any suits or claims alleging such liability, and will pay all expenses and satisfy all judgments which may be incurred by or rendered against the Company in connection therewith.
- (E) for any and all claims, demands, suits, actions, losses, damages, assessments or payments which may be asserted or demanded by third parties directly or indirectly authorized by Customer to use the service.

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SECTION 2 - RULES AND REGULATIONS

2.5 Obligations of the Customer (continued)

2.5.2 Payment Obligations

The Customer is responsible for payment for all applicable charges pursuant to this Tariff originated at the Customer's number(s), accepted at the Customer's number, or incurred at the specific request of the Customer. The Customer is responsible for paying for all services the Company provides to or from the Customer's number(s), regardless of whether the Customer's facilities were used fraudulently.

The termination or disconnection of service(s) by the Company does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination or disconnection. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

The Customer will be responsible for the payment of all charges for services provided under this Tariff and for the payment of all excise, sales, use, gross receipts or other taxes that may be levied by a federal, state, or local governing body or bodies applicable to the service(s) furnished under this Tariff unless specified otherwise herein. Also see Section 2.16 of this Tariff for the Customer's obligations concerning taxes.

SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service

2.6.1 Application for Service

To obtain Toll Free service, the Company may require the Customer to provide the Company with a signed letter of agency or third party verified verbal authorization of agency. Upon the Company's acceptance of this proof, all applicable provisions in the Company's Tariff, as amended from time-to-time which are lawfully on file, become the agreement for service between the Company and the Customer. Acceptance or use of service offered by the Company shall be deemed an application for such service and an agreement by the Customer to subscribe to, use, and pay for such service in accordance with the applicable Tariffs of the Company.

Company reserves the right to refuse service to applicants who are known to have been previously terminated by this Company or by LEC or other CLECs within the last twelve (12) months and when the applicant cannot establish credit satisfactory to the Company as given in Section 2.6.2 of this tariff.

All services offered by the Company via a Prepaid Phone Card are prepaid, and therefore, no formal application or credit will be required.

SECTION 2 • RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.2 Establishment of Credit

(A) Applicant

The Company reserves the right to require all Applicants for Toll Free service to establish credit worthiness to the reasonable satisfaction of the Company. Upon receipt of the signed letter of agency or verbal third party verified authorization by the Company, the Applicant will be deemed to have authorized the Company to obtain such routine credit information and verification as the Company requires.

(B) Customer

Under certain conditions an existing Customer of Toll Free service may be required to establish additional credit. The Company reserves the right to examine the credit record and check the references of any Customer under these circumstances.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.3 Customer Deposits

Any Applicant for Toll Free service whose credit is not acceptable to the Company as provided in Section 2.6.2 of this Tariff may be required to make a deposit to be held by Company as a guarantee of payment for service provided under this Tariff. In addition, an existing Customer may be required to make a deposit or to increase a deposit presently held by the Company if re-establishment of credit is not satisfactory subject to Section 2.6.2 of this tariff.

Except as otherwise specified in the Tariff, the amount of such deposit shall not exceed the amount of charges for service which it is estimated will accrue for a period of two months; however, after service has been established and experience demonstrates that the amount of the outstanding deposit is not suitable to safeguard the interests of the Company, the Company may require an adjustment of the deposit not exceeding the charges which it is estimated will accrue for a period of two months.

When service is terminated, any balance of the deposit remaining after deduction of all sums due the Company will be returned to the customer. No deposit shall be held beyond a **one-**year period during which the customer has established satisfactory credit. Interest on deposits will be paid each year at a rate which is established by the Commission.

SECTION 2 • RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.4 Initial Contract Periods and Termination of Service

(A) Initial Contract Periods

Except as provided herein, the Initial Contract Period is one month. Service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until cancelled by the Customer, with written notification to the Company a minimum of thirty days in advance of the date of cancellation. Unless otherwise specified herein, for purposes of computing this tariff, every month is considered to have thirty (30) days. Initial Contract Periods begin on and include the day following the establishment of service.

(B) Cancellation of Service

When an application or request for service, including additions and changes is cancelled or changed in whole or in part before service is established, the customer may be required to reimburse the Company for all costs incurred in connection with that part of the application or request which is cancelled or changed, except as otherwise stated in this Tariff. The charge to the Customer shall not exceed the charges which would have applied to normal establishment of the original order and subsequent cancellation thereof.

Service may be cancelled prior to expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges due for the service period, and for reimbursement to the Company of any services contracted by the Company with a third party for the life of the contract.

Service may be cancelled subsequent to the expiration of the Initial Contract Period with written notification from the Customer to the Company within a reasonable period in advance of the date of cancellation. Upon such cancellation, the Customer will be responsible for the payment of all charges up to and including the date of cancellation.

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SECTION 2 - RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.5 Provision and Ownership of Equipment and Facilities

Company may use equipment and facilities for provision of services that are furnished in whole or in part by the LEC. Such equipment and facilities located on the premise of a Customer remain the property of the LEC, whose employees or agents acting on behalf of the Company may enter said premises at any reasonable hour to install, repair and inspect equipment and facilities up to and including the Network Interface. In cases where the equipment and facilities beyond the Network Interface remain the property of the Building Owner or other entity, Agents and employees of the Company may enter the premises at any reasonable hour to install, repair and inspect facilities and equipment beyond the Network Interface up to and including the inside wiring and the jack(s).

Equipment and facilities utilized by the Company for the provision of services shall be returned to their owner in good condition upon termination of service, reasonable wear and tear thereof expected. In the case of damage, loss or destruction of any aforementioned equipment and facilities, due to the negligence or willful act of the Customer or other Authorized Users, the Customer shall be required to pay the expense incurred by the Company in connection with replacement of the property damaged, lost, stolen or destroyed, or the expense incurred in restoring it to its original condition.

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SECTION 2 • RULES AND REGULATIONS

2.6 Obtaining Toll Free Service (continued)

2.6.6 Installation, Maintenance and Repair

All installation, service and repair expense is borne by the Company except as otherwise specified in this tariff. The Customer shall not install, disconnect, rearrange, remove or attempt to repair any equipment or facilities furnished by the Company or permit others to do so, except upon the written consent of the Company or as specified in this tariff.

2.6.7 Non-Routine Establishment of Services

At the Customer's request, establishment of services may be performed outside the Company's normal business hours and normal work intervals. In such cases, costs may be incurred that would not otherwise have been incurred. The Customer may be required to pay, in addition to the other rates and charges specified in this tariff, the amount of additional costs incurred by the Company as a result of the Customer's special requests.

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SECTION 2 • RULES AND REGULATIONS

2.7 Advance and Assurance of Payments

Customers and applicants may be required to pay for service charges, installation and non-recurring charges of one month's fixed charge in advance of installation of their service. The amount of any advance payment is credited to the Customer's account and applied to indebtedness for the services ordered once provisioned. Customers may also be required to provide a guarantee of payment in the form of credit card imprint or other such guarantee of payment for future services. The required advance payments or other security may be increased or decreased by the Company as it deems appropriate in the light of changing conditions.

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SECTION 2 • RULES AND REGULATIONS

2.8 Rendering Bill

2.8.1 General

The Company uses cycle billing. The usual billing period is one month. The Company uses direct billing by Company or authorized billing agent. Where billing systems allow, Credit Card billing and automatic withdrawal from Customer's checking or savings accounts are available. Upon notice from the Company, bills may be rendered, and payments may be due from the Customer, on a weekly basis.

2.8.2 Direct Billing By Company Or Authorized Billing Agent

Bills are sent to the Customer's current billing address no later than sixty (60) days following the close of billing. Call detail is included with the bill. Payment in full is due by the due date disclosed on the bill. Charges are payable only in United States currency. Payment may be made by check, money order, or cashier's check, which should be made payable as named on the bill and are sent to the address as listed on the bill. If the bill is not paid within thirty (30) days from the invoice date, the Company may impose a late charge on the delinquent amount. A late charge of 1.5% applies to any past due balance. In instances where a check is returned by the bank and not accepted as payment, the Company may impose a returned check charge of \$30.

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SECTION 2 - RULES AND REGULATIONS

2.8 Rendering Bill (continued)

2.8.3 Credit Card Billing

With Credit Card billing, when available, the charges for services provided by the Company are billed on the Customer's designated and approved credit card bill. Charges are billed monthly in accordance with the terms and conditions between the Customer and the Customer's designated Credit Card company. Call detail will not be included in the Credit Card bill.

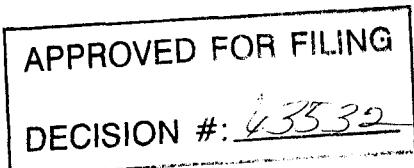
2.8.4 Automatic Withdrawal From Checking or Savings Account

If the Customer utilizes automatic withdrawal, when available, the charges for services provided by the Company are automatically debited to the Customer's designated checking account or savings account.

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SECTION 2 ■ RULES AND REGULATIONS

2.9 Dispute Procedures

2.9.1 Inquiries and disputes, including billing disputes, will be handled as follows:

- (A) The Customer shall pose the inquiry or dispute directly to the Company for resolution. Written communications should be directed to the Company's Customer Service department as per Section 2.10 of this Tariff. All undisputed portions of any outstanding balance due are to be paid while resolution of the inquiry or dispute is pending
- (B) The Company will investigate a Customer inquiry or dispute and report the findings to the Customer.
- (C) If the Company finds it's actions to be consistent with this Tariff, the Company will inform the Customer of it's no fault finding and require full payment of any outstanding balance due.
- (D) If the Customer is not satisfied with the Company's resolution of an inquiry or dispute, the Customer may refer the matter to the Arizona Corporation Commission Division of Communications at 1200 West Washington, Phoenix, AZ 85007-2996 or via telephone at (602) 542-425 1 or TDD (602) 542-2 105.

SECTION 2 - RULES AND REGULATIONS

2.10 Customer Service

The Company maintains a Customer Service Department in Arizona exclusively for Customers' questions, requests for service, compliments, complaints and trouble handling. The Company's Customer Service address and toll free number are printed on the Customer's bill and prepaid card. Customers may contact the Company's Customer Service Department in writing or by calling a toll free number.

The Customer Service Department is located at 300 W. Osborne, Phoenix, Arizona. The toll free number is (800) 755-0803. Excluding holidays, Customer Service Representatives are available 7:00 AM to 7:00 PM Mountain time Monday through Friday, 10:00 AM to 2:00 PM Mountain on Saturday and Sunday. After hours, Sundays and on holidays, Customers are automatically forwarded to an answering service for messaging.

Customer Service support for repair services is available twenty four (24) hours per day, 365 days per year at (800) 755-0803. After hours, trouble management teams will be paged by the answering service for immediate response to reports of trouble and repair needed.

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SECTION 2 • RULES AND REGULATIONS

2.11 Reserved for Future Use

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2.12 Timing of Calls

2.12.1 Calls are timed by the DUC that carries the call. Conversation time is defined as when two way communications between the calling and called party is possible.

2.12.2 On station-to-station direct-dialed (1+) calls chargeable time begins when the called station answers and the connection is established between the calling station and the called station, miscellaneous common carrier, mobile radio system, or PBX system. Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.

2.12.3 Chargeable times ends when the calling station hangs up thereby releasing the network connection. If the called station hangs up but the calling station does not, chargeable time ends when the network connection is released either by the automatic timing equipment in the telecommunications network or by the operator.

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SECTION 2 - RULES AND REGULATIONS

2.13 Rate Periods

2.13.1 General

Different rates may be applicable to a call at a different time of the day and on certain days of the week, as specified in the appropriate rate schedule for that call. The rate periods shown below apply. All times shown are local time at the calling station in case of an outbound call and at the called station in case of an inbound call.

2.13.2 Day, Evening, and Night Rate Periods

<u>Rate Period</u>	<u>From</u>	<u>To, But Not Including</u>	<u>Days Applicable</u>
Daytime	8:00 A.M.	5:00 P.M.	Mon – Fri
Evening	5:00 P.M.	11:00 P.M.	Sun – Fri
Night/Weekend	11:00 P.M.	8:00 A.M.	All days
	8:00 A.M.	11:00 P.M.	Sat
	8:00 A.M.	5:00 P.M.	Sun

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SECTION 2 • RULES AND REGULATIONS

2.14 Determining Rate In Effect

2.14.1 General

For outbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the calling station determines the rate in effect. For inbound services that are time-of-day sensitive, the time-of-day at the central office or POP associated with the called station determines the rate in effect.

2.14.2 Multiple Rate Periods

When a call spans multiple rate periods, it is billed at multiple rate period rates. The time at the beginning of each increment of connection determines the applicable rate period. When a message spans more than one rate period, total charges for the minutes in each rate period are calculated and the results for each rate period are totaled to obtain the total message charge.

SECTION 2 - RULES AND REGULATIONS

2.14 Determining Rate In Effect (continued)

2.14.3 Holiday Rates

Holiday rates apply to the following services:

None at this time

The term Holiday denotes all the following holidays:

New Year's Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Memorial Day

The evening rate applies on a holiday unless a lower rate would normally apply.

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2.15 Rounding

For all services, fractions of a billing increment are rounded up to the next higher increment. Calls are measured in increments which are specified on the individual pre-paid phone card selected by the Customer.

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SECTION 2 ■ RULES AND REGULATIONS

2.16 Taxes and Surcharges

2.16.1 Federal, State and Local Taxes and Surcharges

In addition to the charges specifically pertaining to services, certain federal, state, and local surcharges, taxes, and fees apply to services. These taxes, surcharges, and fees are calculated based upon the point of origination of the call, the point of termination of the call, the length of each call, and the taxing jurisdiction's rules and regulations.

All federal, state, and local taxes, surcharges, and fees (i.e., sales tax, gross receipts tax, municipal utilities tax, etc, unless otherwise specified herein, are not included in the rates listed in this Tariff.

2.16.2 Tax Exemption Status

In order to be granted tax exempt status, a Customer claiming tax exempt status must provide the Company with copies of all tax exemption certificates and documents required by the Company at the time service is ordered. Failure to provide the required documentation at the time service is ordered will result in all taxes as noted herein being levied by the Company on the Customer's service, and the Customer will be responsible for the payment of all such charges. At the Company's option, the Company may accord the Customer tax exempt status upon receipt of the required documentation after service is ordered. However, the Customer will be billed for all applicable taxes and responsible for the payment of same until such time as the Company has ceased billing the applicable taxes. The Company is not liable for refunding the amount of the taxes paid the Customer. The Customer is responsible for seeking refunds for such taxes from the appropriate taxing authority. Failure to pay the appropriate taxes prior to tax exempt status being accorded by the Company will result in termination of service.

SECTION 2 • RULES AND REGULATIONS

2.17 Interruption of Service

2.17.1 Tests and Inspections

Without incurring liability, the Company may interrupt the provision of services at any time in order for tests and inspections to be performed to assure compliance with Tariff regulations and the proper installation and operation of Customer's equipment and facilities and may continue such interruption until any items of non-compliance or improper equipment operation so identified are rectified.

2.17.2 With Regard to Unauthorized, Fraudulent, or Unlawful Use

To prevent possible unauthorized, fraudulent, or unlawful use of service, the Company may initiate Blocking all calls or Blocking calls to or from certain NPA-NXXs, cities, or individual telephone stations for any service offered under this Tariff. Service will be restored as soon as it can be provided without undue risk and only after accounts have been brought current.

2.17.3 Credit Allowances for Monthly Charges

No credit for recurring monthly charges will be issued for outages less than twenty-four consecutive hours in duration. If there is no monthly recurring charge, no credit will be issued. For Customers with service subject to a monthly recurring charge, service interruptions of greater than twenty-four (24) consecutive hours duration will receive a credit equal to the number of hours of service interruption divided by 720 hours times the monthly recurring charge for the service.

2.17.4 Credit Allowances for Usage Sensitive Charges

Credit allowances for the interruption of usage sensitive service are subject to the general liability provisions set forth in Section 2.3.5 of this Tariff. It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired. Before giving such notice, the Customer shall ascertain that the trouble is not being caused by any action or omission by the Customer within his control, or is not in wiring or equipment, if any, furnished by the Customer.

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SECTION 2 • RULES AND REGULATIONS

2.18 Termination of Service By Company

The termination of service(s) by the Company pursuant to this section does not relieve the Customer of any obligations to pay the Company for charges due and owing for service(s) furnished up to the time of termination. The remedies set forth herein will not be exclusive and the Company will at all times be entitled to all rights available to it under either law or equity.

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SECTION 2 - RULES AND REGULATIONS

2.19 Terminal Equipment

The Company's services may be used with or terminated in Customer-provide terminal equipment or Customer-provided communications systems such as a telephone set, PBX or key system. Such terminal equipment shall be furnished and maintained at the expense of the Customer. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service. When such terminal equipment is used, the equipment shall comply with applicable rules and regulations of the Federal Communications Commission, including but not limited to, Part 68. In addition, equipment must comply with generally accepted minimum protective criteria standards and engineering requirements of the telecommunications industry which are not barred by the Federal Communications Commission.

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SECTION 2 - RULES AND REGULATIONS

2.20 Credits

2.20.1 Allowances for Interruptions

The Company will take appropriate measures to assure minimal service interruptions. If service is interrupted, appropriate action will be taken to the extent possible to restore service within twenty four (24) hours following notification by the Customer.

Interruptions of more than twenty four (24) consecutive hours, which are reported to or detected by the Company, and which are not due to the negligence or willful act of the Customer will be credited to the Customer's account upon the Customer's request at the proportionate monthly charge involved for each twenty four hours or fraction thereof of interruption.

2.20.2 Credit for an Incomplete Call

An incomplete call is a call where two-way communication was not possible between the called station and the calling station. When a Customer notifies the Company that the Customer has been inadvertently billed for an incomplete call, the Company will issue credit for the amount of the charge for that call.

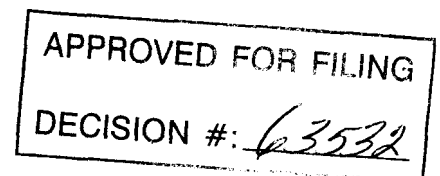
2.20.3 Credit for Loss of Pre-paid Phone card

If the Customer notifies the Company that a particular Prepaid Phone Card has been lost or stolen prior to the activation of its PIN, the Company will use its best efforts to ensure that such PIN is not activated.

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SECTION 3 - DESCRIPTION OF SERVICES

3.1 Prepaid Local Exchange Services

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SECTION 3 ■ DESCRIPTION OF SERVICES

3.2 Inbound Services

3.2.1 General

Inbound calls are originated from any point in the state on any type of access but are terminated via Switched Access lines in the terminating city to the Customer's location only. Inbound Toll Free permits calls to be completed to the Customer's location without charge to the calling party. Access to the service is gained by dialing a ten digit telephone number, {e.g. (800/888) NXX-XXXX}, which terminates at the Customer's location.

3.2.2 Residential Toll Free

Residential Toll Free is an inbound only, long distance pricing plan. Residential Toll Free is available to Residential Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

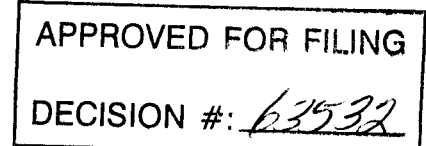
3.2.3 Business Toll Free

Business Toll Free is an inbound only, long distance pricing plan. Business Toll Free is available to Business Customers that utilize Switched Access to reach the long distance network of the DUC. For all calls, the initial and additional periods are billed in increments of one (1) minute. The minimum service period is one month.

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SECTION 3 - DESCRIPTION OF SERVICES

3.3 Directory Assistance

Intrastate Directory Assistance involves the supplying of assistance in determining or attempting to determine the telephone number of another party located in another area or state. Directory Assistance is available to any Customer that has access to the directory assistance bureau of the DUC. If a Customer with Switched Access calls directory assistance for a call within its area code, the call is handled by the LEC or CLEC. If a Customer with Switched Access calls directory assistance for a call within the state but outside of its area code, the call may be routed to the DUC for handling. Person-to-Person and collect calls to Directory Assistance are not permitted.

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SECTION 3 • DESCRIPTION OF SERVICES

3.4 Miscellaneous Charges

3.4.1 Returned Check Charge

This charge applies when a personal check remitted for payment is not honored by the bank.

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SECTION 3 ■ DESCRIPTION OF SERVICES

3.5 Reserved for Future Use

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SECTION 3 DESCRIPTION OF SERVICES

3.6 Prepaid Phone Card Services

3.6.1 General

All Prepaid Phone Card services are interstate offerings with the Cardholder having the option of using the Prepaid Phone Card to place calls within the State.

3.6.2 Phone Card

(A) Description of Service

The Phone Card service is a prepaid long distance service that allows Customers to obtain a predetermined amount of access to the Company's long distance services. The card is a dollar based service, meaning there is a fixed amount of dollar (i.e., \$5, \$10, \$20, \$50, or some other denomination) available to the Customer who purchases a card. The initial period and additional periods are as stated on each card

The Phone Card service is offered via "Toll Free" or local access numbers and is available to a Cardholder from touch-tone phone. The Cardholder dials a Toll-Free or local access number. The Cardholder hears recorded messages that guide the Cardholder through the Platform. The Platform validates the Cardholder's PIN, determines whether time remains on the card and, if so, completes the call to the called telephone number dialed by the Cardholder. The Cardholder is verbally informed of the available balance of the Prepaid Phone Card account.

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SECTION 3 - DESCRIPTION OF SERVICES

3.6 Prepaid Phone Cards Services (continued)

3.6.2 Phone Card (continued)

(A) Description of Service (continued)

Calls are real-time rated during call progression. The total price of each call, including applicable taxes, is calculated on the basis of usage and is deducted from the available account balance associated with each Phone Card. The Company debits the Cardholder's account balance as the Cardholder places a call. The Cardholder receives a warning tone two minutes before the balance reaches zero. Calls in progress will be terminated when the balance reaches zero.

The Cardholder may access the network from anywhere in the United States by dialing a universal "Toll Free" number, a PIN, and the called telephone number.

(B) Availability

Prepaid Calling Cards are available to Residential Customers and Business Customers.

(C) Features

1. Instructions Available In Multiple Languages

The Company may make available to the Cardholder different Toll Free access numbers for instructions in English or Spanish, or other languages as appropriate.

2. Sequential Calling

Sequential calling allows the Cardholder to make several calls without disconnecting from the system **after** the completion of each call.

SECTION 4 • MAXIMUM RATES AND CHARGES

4.1 Phone Card

4.1.1 Domestic Rates (calls within the United States)

The maximum usage rates for domestic calls are as follows:

Call Initiation\$1.99 per call

Rate per minute \$0.50 per minute

Initial call period 15 minutes per call

Subsequent call periods 15 minute increments

4.1.2 International Rates:

The maximum usage rates for international calls are as follows:

Call Initiation \$4.99 per call

Rate per Minute.. \$5.00 per minute

Initial Call Period. 25 minutes per call

Subsequent Call Periods.. 2 5 minute increments

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SECTION 4 • MAXIMUM RATES AND CHARGES

4.2 Maintenance Fee

A monthly or weekly maintenance fee applies to each Phone Card, and is identified on each specific Phone Card. The maximum rates for this monthly or weekly maintenance fee are as follows:

Monthly fee\$2.99
Weekly fee\$0.75

4.3 Directory Assistance

The maximum charge is \$2.00 per minute.

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SECTION 4 – MAXIMUM RATES AND CHARGES

4.4 Inbound Services

4.4.1 Residential 800 \$0.31¹ per minute

4.4.2 Business 800 \$ 0.31 per minute

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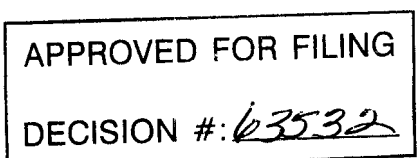
SECTION 4 – MAXIMUM RATES AND CHARGES

4.5 Reserved for Future Use

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OnePoint Services, L.L.C.
d/b/a RCP Services

A.C.C. Tariff No. 1
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SECTION 4 - MAXIMUM RATES AND CHARGES

4.6 Miscellaneous Charges

4.6.1 Returned Check Charge

The amount of the return check charge is to be no greater than \$30.00. When another telecommunications carrier provides the billing function on behalf of the Company, the other carrier's bad check charge applies in lieu of the charge contained in this Tariff.

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OnePoint Services. L.L.C.
d/b/a RCP Services

A.C.C. Tariff No. 1
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SECTION 5 • PROMOTIONS

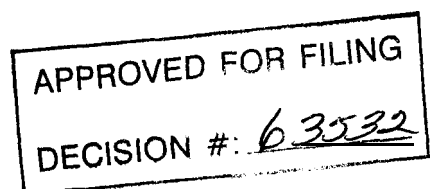
5.1 General

From time-to-time, the Company may engage in Special Promotional Offerings or trial Service offerings designed to attract new Customers, retain existing Customers, win back former Customers, stimulate Customer usage, test potential new services and/or increase existing Customer awareness of the Company's services. These offerings may be limited to certain dates, times of day and/or locations determined by the Company. As a condition of subscribing to a promotional offering, the Company may require the Customer to subscribe to a term plan.

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SECTION 5 ■ PROMOTIONS

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SECTION 6 – INDIVIDUAL CASE BASIS

6.1 General

Arrangements may be made on a case-by-case basis in response to a bona fide special request from a customer or prospective customer to develop a bid for a service not generally offered under this tariff. ICB rates will be offered to the customer in writing and on a non-discriminatory basis.

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